

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. W911XK-08-B-0024-0002	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17-Sep-2008	PAGE OF PAGES 1 OF 42
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. W911XK-08-C-0030		5. REQUISITION/PURCHASE REQUEST NO. W56MES81204221		6. PROJECT NO.	
7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226 TEL: (313) 226-5148 FAX: (313) 226-2209		CODE W911XK	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME THOMAS O MCKAY		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313 226-6433		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> NOAA Gauge Houses at Menominee, Michigan; Holland, Michigan; and Algonac, Michigan sites. This project is a 100% Small Business Set-Aside. The NAICS Code is 236210 and the Small Business Size Standard is \$31,000,000.00. Period of Performance after receipt of the Notice to Proceed is 120 calendar days for one gauge house site, 210 calendar days for two gauge house sites, and 120 days for the Option 1 gauge house The estimated cost of this project is between \$500,000 and \$1,000,000.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See FAR 52.211-10 _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>12 Sep 2008</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> ALFREDSON BROTHERS CONSTRUCTION COMPANY 1610 15TH STREET MENOMINEE MI 49858					15. TELEPHONE NO. <i>(Include area code)</i> (906) 863-5564					
CODE 3EHP6					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED: <div style="font-size: 24pt; font-weight: bold; margin-top: 10px;">SEE SCHEDULE</div>										
22. AMOUNT \$355,614.50		23. ACCOUNTING AND APPROPRIATION DATA See Schedule								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY				CODE		27. PAYMENT WILL BE MADE BY: CODE 964145 USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054				
See Item 7										
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> MARILYN R HILL / Added by SUMI					
30B. SIGNATURE			30C. DATE		TEL: (313) 226-5148 EMAIL: marilyn.r.hill@lre.usace.army.mil					
31B. UNITED STATES OF AMERICA BY					31C. AWARD DATE 19-Sep-2008					

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CHANGES TO THE PLANS

SHEET 16 OF 18 CENTER PILE DETAIL

DELETE TEXT:

14" O.D. STAINLESS STEEL PIPE PILE
(.0312" WALL THICKNESS) 1 @ 52'-6" LONG
STAINLESS STEEL PIPE TO HAVE TOP CLOSED.
WELD 1/2" THICK STAINLESS STEEL COVER PLATE.

ADD TEXT:

14" O.D. STD STEEL PIPE PILE
(0.312" WALL THICKNESS) 1 @ 52'-6" LONG
STEEL PIPE TO HAVE TOP CLOSED.
WELD 1/2" THICK STEEL COVER PLATE.

CHANGES TO THE SPECIFICATIONS

SECTION 01 35 13.10 SPECIAL PROJECT PROCEDURES

PARAGRAPH 1.4.5.1 Contractor-Furnished Utility Services

ADD:

Estimated cost for Consumer's Energy to bring electric to the project site is approximately \$43,000. This cost shall be paid for by the Contractor. If the estimated amount changes, a modification will be issued.

AT&T will bring the working line for phone service to their existing pedestal at no cost. The Contractor will have to continue phone line connection from the existing pedestal with underground conduit through beach area to the project site at a distance of approximately 600 feet. Phone connection and conduit shall meet AT&T standards. Cost to continue phone line and conduit to project site shall be paid for by the Contractor.

CHANGES TO WAGE DETERMINATIONS

DELETE:

GENERAL DECISION NUMBER MI080005, DATED 08/08/2008

ADD:

GENERAL DECISION NUMBER MI080005, DATED 09/05/2008

DELETE:

GENERAL DECISION NUMBER MI080096, DATED 07/25/2008

ADD:

GENERAL DECISION NUMBER MI080096, DATED 09/05/2008

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MENOMINEE NOAA GAUGE HOUSE FFP FOB: Destination MILSTRIP: W56MES81204221 PURCHASE REQUEST NUMBER: W56MES81204221				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Site Preparation FFP Menominee Location FOB: Destination	1	Lump Sum	\$14,635.12	\$14,635.12

NET AMT	\$14,635.12
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ACRN AA	\$14,635.12
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Intake Pipe Installation FFP Menominee Location FOB: Destination	1	Lump Sum	\$22,807.99	\$22,807.99
					<hr/>
NET AMT					\$22,807.99
ACRN AA CIN: 00000000000000000000000000000000					\$22,807.99

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Still Well FFP Menominee Location FOB: Destination	1	Lump Sum	\$15,902.23	\$15,902.23
					<hr/>
NET AMT					\$15,902.23
ACRN AA CIN: 00000000000000000000000000000000					\$15,902.23

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Gauge House FFP Menominee Location FOB: Destination	1	Lump Sum	\$65,002.76	\$65,002.76
					<hr/>
NET AMT					\$65,002.76
ACRN AA CIN: 00000000000000000000000000000000					\$65,002.76

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Steel Sheet Pile Construction FFP Menominee Location FOB: Destination	1	Lump Sum	\$237,266.40	\$237,266.40
					<hr/>
NET AMT					\$237,266.40
ACRN AA CIN: 00000000000000000000000000000000					\$237,266.40

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002

52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-12	Inspection of Construction	AUG 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			

Foreign construction material....
 Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (SEP 2006)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued

or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$55,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

MENOMINEE

<u>Description</u>	<u>Sheet No.</u>
Title Sheet	1
Existing Conditions Site Plan	2
Existing Cross Section	3
Required Work Plan	4
Required Cross Section	5
Building and Stillwell Plan	6

Gauge House and Stillwell Sections	7
Exterior Building Elevations	8
Masonry Details	9
Floor and Reinforcing Plans & Conc Sidewalk Sections	10
Grating Plan and Sections	11
Equipment Table and Shelf Assembly	12
Ladder, Grating, and Misc Details	13
Electrical & Comm. Details	14
Real Estate Plan	15

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082427 3230D94616099990 NA 96203
 AMOUNT: \$355,614.50
 CIN 00000000000000000000000000000000: \$355,614.50

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$764 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 75 CALENDAR DAYS AFTER CONTRACT AWARD. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Regions II and IV. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Detroit District, 477 Michigan Avenue, Detroit, MI 48226 Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Detroit District, 477 Michigan Avenue, Detroit, MI 48226 Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Detroit District, 477 Michigan Avenue, Detroit, MI 48226 Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

TIME EXTENSIONS

52.236-4020 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)
(ER 415-1-15)

- a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied: (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month. (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (7) DAY WORK WEEK

JAN	FEB	MAR	APR		MAY	JUN
			(1-15) (16-30)			
(31)	(28)	(31)	(10)	(5)	(7)	(6)
JUL	AUG	SEP	OCT	NOV	DEC	

(5) (5) (6) (4) (8) (31)

- c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Subparagraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)".

(END OF CLAUSE)

PHYSICAL DATA

52.236-4004 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by hydrographic and topographic surveys.
- (b) Weather conditions: The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.
- (c.) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.
- (d) Use of Project Site: Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information physical data.

(End of clause)

MICHIGAN WAGE DECISIONS

General Decision Number: MI080096 09/05/2008 MI96

Superseded General Decision Number: MI20070096

State: Michigan

Construction Type: Heavy

County: Menominee County in Michigan.

HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number	Publication Date
0	02/08/2008
1	03/21/2008
2	04/11/2008
3	05/02/2008
4	06/06/2008
5	06/13/2008
6	06/20/2008
7	07/25/2008
8	08/15/2008
9	08/22/2008
10	09/05/2008

BOIL0169-005 07/01/2008

	Rates	Fringes
BOILERMAKER (Excluding tank building).....	\$ 31.953	20.869

BRMI0006-002 05/01/2008

	Rates	Fringes
Bricklayer; marble, terrazzo and tile setter.....	\$ 25.01	12.99
CEMENT MASON/CONCRETE FINISHER...	\$ 25.01	12.99
Pointer, caulker and cleaner.....	\$ 25.01	12.99

FOOTNOTES: Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

CARP1510-003 06/01/2008

DOES NOT INCLUDE THAT PART OF MENOMINEE COUNTY SOUTH OF COUNTY ROAD K AT AMBERG, WISCONSIN, STARTING ON THE WEST AT THE MENOMINEE RIVER AND ENDING ON THE EAST AT THE BAY OF GREEN BAY:

	Rates	Fringes
CARPENTER (Includes concrete form work).....	\$ 26.06	11.16
MILLWRIGHT.....	\$ 30.42	11.38
Pile Driver.....	\$ 26.26	11.16

FOOTNOTES:

Waterfront work on the Great Lakes or connecting water navigable to Lake carriers: \$0.20 per hour additional.

Work on industrial construction, defined as industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes: \$.30 per hour additional.

ELEC0158-009 06/01/2005

TOWNSHIPS OF INGALLSTON, MELON AND MENOMINEE:

	Rates	Fringes
ELECTRICIAN.....	\$ 26.25	6.75+26.75%

FOOTNOTE: Work 40 or more ft. above the floor or ground, if not working on approved equipment, for the time when work is performed; also, work in tunnels under construction and where gas accumulation requires the use of protective equipment: 20% of the regular straight time rate of pay, additional.

ELEC0876-004 06/01/2007

	Rates	Fringes
Line Construction: cable splicer.....	\$ 32.71	3.75+21.5%
Line Construction: light equipment operator/ground person/truck driver/ground pe winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under.....	\$ 20.70	3.75+21.5%
Line Construction: line technician.....	\$ 31.41	3.75+21.5%

Line Construction:

operator/ground person

digger, tractor and

setting rig with tracks or

rough terrain vehicle,

large bombardier, backhoe

over 85 hp, hydraulic

crane 10 ton or over.....\$ 23.62 3.75+21.5%

Line Construction: truck

driver/ground person

trucks with winch or boom

or dump, other than

distribution work.....\$ 19.70 3.75+21.5%

FOOTNOTE:

Operators of 5/8 yd. rated capacity backhoe or over, and
 operators of 25 ton, rated capacity, crane or over, and
 operators of heavy duty tension or pulling machinery on 345
 KV and above, shall receive the line technician rate of pay.

 ELEC0979-003 06/01/2007

DOES NOT INCLUDE THE TOWNSHIPS OF INGALLSTON, MELON AND
 MENOMINEE:

	Rates	Fringes
Electricians:.....	\$ 28.56	11.35+5%

FOOTNOTES:

Work on chimneys, stacks, or towers where the worker is
 required to work at a distance of twenty-five (25) feet but
 less than fifty (50) feet from the ground or floor to the
 working area (catwalks are not to be considered as a
 permanent floor): 10% additional.

Work as defined above over fifty (50) feet but less than
 seventy-five (75) feet from the ground or floor: 20%
 additional.

Work as defined above over seventy-five (75) feet but less
 than one hundred (100) feet from the ground or floor: 30%
 additional.

Work as defined above over one hundred (100 feet from the
 ground or floor: to be paid at the double time rate.

 ENGI0324-012 05/01/2008

Rates	Fringes
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Power Equipment Operator

(STEEL ERECTION:)

Compressor, welder and forklift.....	\$ 24.11	16.47
Crane operator, main boom & jib 120' or longer.....	\$ 27.86	16.47
Crane operator, main boom & jib 140' or longer.....	\$ 28.11	16.47
Crane operator, main boom & jib 220' or longer.....	\$ 28.36	16.47
Mechanic with truck and tools.....	\$ 28.86	16.47
Oiler and fireman.....	\$ 22.81	16.47
Regular operator.....	\$ 27.36	16.47

Crane Operator with main boom and jib 300 feet or longer shall be paid an additional \$1.50 per hour above the 220' of boom and jib rate.

Crane Operator with main boom and jib 400 feet or longer shall be paid an additional \$1.50 per hour above the 300 foot of boom wage rate \$3.00.

ENGI0326-001 05/01/2008

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 25.07	16.75
GROUP 2-A.....	\$ 24.97	16.75
GROUP 2-B.....	\$ 24.75	16.75
GROUP 3.....	\$ 23.97	16.75
GROUP 4.....	\$ 23.47	16.75

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher(except service), backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2-4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled), trencher service and grader(maintenance)

GROUP 4: Oiler, grease person, hydrostatic testing operator

ENGI0326-014 05/01/2008

	Rates	Fringes
Power equipment operators (includes underground construction):		
Crane operator, main boom & jib 120' or longer.....	\$ 27.46	16.47
Crane operator, main boom & jib 140' or longer.....	\$ 27.71	16.47
Crane operator, main boom & jib 220' or longer.....	\$ 27.96	16.47
GROUP 1.....	\$ 26.96	16.47
GROUP 2.....	\$ 23.71	16.47
GROUP 3.....	\$ 23.13	16.47
GROUP 4.....	\$ 22.19	16.47
Mechanic with truck and tools.....	\$ 28.46	16.47

FOOTNOTES:

Swing boom truck operator over 15 tons: \$.50 per hour additional. Hydraulic crane operator 75 tons and under: \$.75 per hour additional. Hydraulic crane operator over 75 tons: \$1.00 per hour additional. Lattice boom crane operator: \$1.50 per hour additional. Crusher pit, shaft and tunnel workers: \$2.00 per hour additional. Premium rate: main boom and jib 300 feet or longer is \$1.50 per hour above the 220 ft. boom and jib rate. Premium rate: main boom and jib 400 feet or longer is \$3.00 per hour above the 220 ft. boom and jib rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Regular equipment operator, crane, dozer, front end loader, job mechanic, pumpcrete and squeezecrete, welder,

concrete pump, excavator, milling and pulverizing machines, scraper (self-propelled and tractor drawn), welder

GROUP 2: Air track drill, boom truck (non-swing), concrete mixer, material hoist and tugger, pump 6" and over, beltcrete, sweeping machine, trencher, winches, well points and freeze systems

GROUP 3: Air compressor, conveyor, concrete saw, farm tractor (without attachments), fork truck, generator, guard post driver, mulching machine, pumps under 6-in., welding machine and grease person

GROUP 4: Oiler, fire tender, heater operator, brock concrete breaker, elevators (other than passenger, end dumps and skid steer

Crane Operator with main boom and jib 300' or longer shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the 220' of boom and jib wage rate.

Crane Operator with main boom and jib 400' or longer shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the 300 foot of boom wage rate (\$3.00)

ENGI0326-016 10/01/2007

	Rates	Fringes
Power equipment operators -		
sewer relining:		
GROUP 1.....	\$ 27.05	11.00
GROUP 2.....	\$ 25.52	11.00

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0326-017 10/01/2007

	Rates	Fringes
Power equipment operators -		
hazardous waste removal:		
LEVEL A:		
Engineer when operating		

crane with boom and jib		
or leads 140' or longer....\$ 32.47		15.75
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$ 32.77		15.75
GROUP 1.....\$ 29.82		15.75
GROUP 2.....\$ 25.42		15.75
Regular crane operator,		
mechanic, dragline		
operator, boom truck		
operator and concrete		
pump with boom operator,		
power shovel operator.....\$ 30.79		15.75
LEVEL B AND C:		
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$ 31.41		15.75
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$ 31.73		15.75
GROUP 1.....\$ 28.87		15.75
GROUP 2.....\$ 24.48		15.75
Regular crane operator,		
mechanic, dragline		
operator, boom truck		
operator and concrete		
pump with boom operator,		
power shovel operator.....\$ 29.84		15.75
LEVEL D WHEN CAPPING		
LANDFILL:		
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$ 29.97		15.75
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$ 30.27		15.75
GROUP 1.....\$ 27.32		15.75
GROUP 2.....\$ 22.93		15.75
Regular crane operator,		
mechanic, dragline		
operator, boom truck		
operator and concrete		
pump with boom operator,		
power shovel operator.....\$ 28.29		15.75
LEVEL D:		
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$ 30.22		15.75
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$ 30.52		15.75
GROUP 1.....\$ 27.57		15.75
GROUP 2.....\$ 23.18		15.75

Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator....\$ 28.54	15.75
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HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slop paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), well drilling rig and hydro excavator

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, welding machine and water wagon

IRON0008-006 06/01/2008

	Rates	Fringes
IRONWORKER (Metal Building Erection).....\$ 22.70		6.60
IRONWORKER: Reinforcing and Structural		
General contracts		
\$10,000,000 or greater.....\$ 26.13		18.72
General contracts less than \$10,000,000.....\$ 23.69		18.72

IRON0008-009 06/01/2008

	Rates	Fringes
IRONWORKER (Metal Building Erection).....\$ 22.70		6.60
IRONWORKER: Reinforcing and Structural		
Contracts \$10,000,000 or greater.....\$ 26.13		18.72
Contracts less than \$10,000,000.....\$ 23.69		18.72

LABO0005-021 10/01/2007

	Rates	Fringes
Laborers - hazardous waste abatement:		
Work performed inside the building and up to and including 5 ft. outside the building:		
Level A, B or C.....	\$ 21.84	9.64
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.84	9.64
Work performed over 5 ft. outside the building:		
Level A, B or C.....	\$ 20.43	8.99
Work performed in onjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 19.43	8.99

LABO0259-004 09/01/2007

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
GROUP 1.....	\$ 22.20	9.05
GROUP 2.....	\$ 22.29	9.05
GROUP 3.....	\$ 22.39	9.05
GROUP 4.....	\$ 22.55	9.05
GROUP 5.....	\$ 22.81	9.05
GROUP 6.....	\$ 23.12	9.05
GROUP 7.....	\$ 15.39	9.05

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog
house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer
tender, mortar, material mixer, fence erector and guard
rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and
grinder), first bottom, second bottom, cage tender, car

pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and descripton and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

LABO0260-008 08/01/2007

	Rates	Fringes
Asbestos Laborer		
Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished;		
loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....	\$ 21.48	10.75

LABO0334-002 09/01/2007

	Rates	Fringes
Laborers - open cut:		
GROUP 1.....	\$ 19.28	9.05
GROUP 2.....	\$ 19.42	9.05
GROUP 3.....	\$ 19.55	9.05
GROUP 4.....	\$ 19.60	9.05
GROUP 5.....	\$ 19.65	9.05
GROUP 6.....	\$ 17.03	9.05
GROUP 7.....	\$ 15.14	9.05

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person, cement finisher

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work, installation and repair of water service pipe appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also

including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

LAB01076-006 04/01/2008

	Rates	Fringes
LABORER (Distribution rates)		
Telephone Work: (Zone 3)....\$	13.27	9.25
Telephone Work: (Zone 4)....\$	13.64	9.25
Telephone Work: (Zone 5)....\$	12.94	9.25
Zone 1: All other work.....\$	18.37	9.30
Zone 2: All other work.....\$	17.09	9.30
Zone 3: All other work.....\$	15.47	9.25
Zone 4: All other work.....\$	14.84	9.25
Zone 5: All other work.....\$	14.84	9.25

Duct Work Pay: \$.40 per hour above the base pay rate.

Zones:

Zone 1-Macomb,Oakland and Wayne

Zone 2-Monroe and Washtenaw

Zone 3-Bay ,Genesee,Lapeer,Midland,Saginaw,Sanilac,Shiawassee and St. Clair

Zone 4-Alger,Baraga,Chippewa,Delta,

Dickinson,Gogebic,Houghton,Iron,Keweenaw,Luce,

Mackinaw,Marquette,Menominee,Ontonagon and Schoolcraft

Zone 5-Remaining counties in Michiga

LAB01329-002 05/01/2008

	Rates	Fringes
Laborers:		
Commercial Construction		
GROUP 1.....\$	19.97	10.10
GROUP 2.....\$	20.37	10.10
GROUP 3.....\$	20.72	10.10
GROUP 4.....\$	18.02	10.10
GROUP 5.....\$	22.02	10.10
Industrial Construction		

GROUP 1.....	\$ 21.58	10.10
GROUP 2.....	\$ 21.98	10.10
GROUP 3.....	\$ 22.33	10.10
GROUP 4.....	\$ 18.17	10.10
GROUP 5.....	\$ 23.63	10.10

FOOTNOTE: Work on waterfront work (working over water) on the Great Lakes or connecting waters navigable to lake carriers: \$0.75 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers on building and heavy construction work, storm and sanitary sewers, tool crib attendant, Civil Engineer helper, rodman, oxi-gun operator, workers using propane or acetylene cutting torch, motor-driven buggies, chipping hammers, tamping machines, green cutting (whether run by air, electric or gas), sandblasters, mason tenders, Mortar mixer, material mixer (whether done by hand or machine), vibrator operator, concrete mixer, laborer with concrete crew, mixer to pour, including pour from trucks

GROUP 2: Cement gun nozzle operator, blaster, miner, driller, buster operator, layer of all non-metallic pipe

GROUP 3: Caisson worker and airtrack

GROUP 4: Watchman, Fire watch and Hole watch

GROUP 5: Digester, tanks & kilns

PLUM0190-006 05/01/2008

	Rates	Fringes
Gas Distribution Pipeline		
Welding in conjunction		
with gas distribution		
pipeline work.....	\$ 27.63	15.64
All other work.....	\$ 20.26	9.90

PLUM0506-012 06/01/2008

	Rates	Fringes
PIPEFITTER.....	\$ 28.11	16.25

SHEE0007-019 06/01/2008

	Rates	Fringes
Sheet metal worker.....	\$ 27.96	17.04

SUMI2000-008 05/05/2000

	Rates	Fringes
BUILDING CONSTRUCTION		
Tank Builder.....	\$ 19.50	1.04
LABORER: Chain Saw.....	\$ 14.29	
Landscape Laborer.....	\$ 13.20	4.01
Truck drivers:		
Boom Truck.....	\$ 17.40	5.52
Truck Driver - 2 axle.....	\$ 16.41	4.30
Truck driver - 3 axle.....	\$ 16.83	7.44
WELL DRILLER (water well).....	\$ 27.59	.13

FOOTNOTES:

Marble, terrazzo & tile finishers: \$0.25 per hour above the laborer's rate. Same fringe benefit package as the bricklayer.

Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

TEAM0328-002 05/01/2003

	Rates	Fringes
Truck drivers (does not include boom truck, or two- or three-axle trucks):		
GROUP 1.....	\$ 19.62	3.76/hr.+ a
GROUP 2.....	\$ 19.77	3.76/hr.+ a
GROUP 3.....	\$ 19.83	3.76/hr.+ a
GROUP 4.....	\$ 19.98	3.76/hr.+ a

FOOTNOTE:

a. \$17.80 per day

PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day and Thanksgiving Day, if the regular work day immediately preceding or following the holiday is either worked or an excused absence.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: All other trucks

GROUP 2: Heavy duty and semi trucks

GROUP 3: Truck repair and maintenance

GROUP 4: Euclid type equipment

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
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- * a conformance (additional classification and rate) ruling

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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

IL WAGE DECISION

General Decision Number: IL080018 03/14/2008 IL18

Superseded General Decision Number: IL20070018

State: Illinois

Construction Types: Heavy (Dredging and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND
 MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO,
 PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION
 Dredging and Marine Construction Projects: floating/land

equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number Publication Date

0	02/08/2008
1	02/22/2008
2	03/07/2008
3	03/14/2008

* SUIL2003-001 01/01/2005

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

Rates Fringes

Dredging:

Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats Rangeman, Tankerman, Sweepman and service Truck Driver.....\$ 22.51	7.61+a+b
Lead Deckhand.....\$ 29.68	7.61+a+b

Hydraulic Dredging

LAUNCH OPERATOR - Vessel 800 Horse- Power Or Less....\$ 25.15	7.61+a+b
TUG ENGINEER.....\$ 26.49	7.61+a+b

TUG OPERATOR - Vessel Over
 800 Horse-Power.....\$ 26.49 7.61+a+b
 TUG WORKERS: Fireman,
 Lineman, Oiler, Deckhand,
 Tankerman. Scowman, (on/or
 with tugboats, launches,
 or other self-propelled
 boats).....\$ 22.51 7.61+a+b

MECHANIC

FLOATING EQUIPMENT:

Illinois

Class I.....\$ 48.40 17.05+b&c
 Class II.....\$ 46.90 17.05+b&c
 Class III.....\$ 41.70 17.05+b&c
 Class IV.....\$ 34.70 17.05+b&c

FLOATING EQUIPMENT: Indiana

Class I.....\$ 42.45 15.55+b&c
 Class II.....\$ 40.95 15.55+b&c
 Class III.....\$ 36.45 15.55+b&c
 Class IV.....\$ 30.30 15.55+b&c

FLOATING EQUIPMENT:

Michigan

Class I.....\$ 32.30 19.37+b&c
 Class II.....\$ 30.80 19.37+b&c
 Class III.....\$ 27.45 19.37+b&c
 Class IV.....\$ 22.80 19.37+b&c

FLOATING EQUIPMENT:

Minnesota

Class I.....\$ 36.20 12.95+b&c
 Class II.....\$ 34.70 12.95+b&c
 Class III.....\$ 30.90 12.95+b&c
 Class IV.....\$ 25.70 12.95+b&c

FLOATING EQUIPMENT:

New York:(Cattaraugus,
 Chautauga, Erie and
 Orleans Counties)

Class I.....\$ 37.15 18.56+b&c
 Class II.....\$ 35.65 18.56+b&c
 Class III.....\$ 31.75 18.56+b&c
 Class IV.....\$ 26.40 18.56+b&c

FLOATING EQUIPMENT:

New York:(Cayuga,
 Jefferson, Oswego, and St.
 Lawrence Counties)

Class I.....\$ 34.45 18.65+b&c
 Class II.....\$ 32.95 18.65+b&c
 Class III.....\$ 29.30 18.65+b+c
 Class IV.....\$ 24.40 18.65+b&c

FLOATING EQUIPMENT:

New York:(Monroe and Wayne
Counties and the City of
Rochester)

Class I.....	\$ 35.90	17.38+b&c
Class II.....	\$ 34.45	17.38+b&c
Class III.....	\$ 33.65	17.38+b&c
Class IV.....	\$ 30.35	17.38+b&c

FLOATING EQUIPMENT:

New York:(Niagara)

Class I.....	\$ 34.60	18.15+b&c
Class II.....	\$ 33.10	18.15+b&c
Class III.....	\$ 29.45	18.15+b&c
Class IV.....	\$ 24.50	18.15+b&c

FLOATING EQUIPMENT:

Ohio:(Ashtabula, Cuyahoga,
Erie,Lake, and Lorain
Counties)

Class I.....	\$ 35.34	10.10+b&c
Class II.....	\$ 33.84	10.10+b&c
Class III.....	\$ 30.12	10.10+b&c
Class IV.....	\$ 25.04	10.10+b&c

FLOATING EQUIPMENT:

Ohio:(Lucas, Henry,
Ottawa, Wood and Sandusky
Counties)

Class I.....	\$ 33.63	10.10+b&c
Class II.....	\$ 32.13	10.10+b&c
Class III.....	\$ 28.60	10.10+b+c
Class IV.....	\$ 23.78	10.10+b&c

FLOATING EQUIPMENT:

Pennsylvania:(Erie County):

Class I.....	\$ 30.90	12.69+b&c
Class II.....	\$ 29.40	12.69+b&c
Class III.....	\$ 26.20	12.69+b&c
Class IV.....	\$ 21.80	12.69+b&c

FLOATING EQUIPMENT:

Wisconsin:Includes all
marine/floating type work
on projects in the
Superior/Duluth Harbor,
Lake Superior.

Class I.....	\$ 35.40	15.75+b&c
Class II.....	\$ 33.90	15.75+b&c
Class III.....	\$ 30.20	15.75+b&c
Class IV.....	\$ 25.10	15.75+b&c

PAID HOLIDAYS (WHERE APPLICABLE):

A- NEW YEAR'S DAY

B- MEMORIAL DAY
 C- INDEPENDENCE DAY
 D- LABOR DAY
 E- THANKSGIVING DAY
 F- CHRISTMAS DAY
 G- PRESIDENT'S DAY
 H- VETERAN'S DAY.

FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
 - *Level A \$2.50 per hour
 - *Level B 2.00 per hour
 - *Level C 1.00 per hour
 - *Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct
 Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)
 Class II - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender
 Class III - Deck Equipment Operator (Machineryman)
 Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.
 Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Deck Hand, Deck Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

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